

**RAINTREE SUBDIVISION
STATEMENT OF RESTRICTIONS
COVENANTS AND CONDITIONS**

This document is a true reproduction of the "Restrictions or Covenants" contained in the Raintree Subdivision Statement of Restrictions, Covenants and Conditions, of record in the Clerk's Office of the Circuit Court of Albemarle County in Deed Book 779 at Page 13, as amended, and thereby imposed on that property situated in the Charlottesville Magisterial District of Albemarle County, Virginia, shown and described as Lots 1-30, inclusive, and the Common Area of Raintree Subdivision on a plat of William S. Roudabush, Inc., dated February 4, 1983, revised March 8, 1983, April 26, 1983, June 13, 1983, and August 2, 1983 captioned "Subdivision Plat of Phase One, Raintree, a portion of Parcel 125, Tax Map 61, near Charlottesville, Charlottesville District, Albemarle County, Virginia" (the "Restrictions"), which plat is of record in the Clerk's Office of the Circuit Court of Albemarle County in Deed Book 779, at Page 32, as amended. Said property shall also include any real property hereafter added to Raintree Subdivision upon approval in writing of the Association pursuant to assent given thereto by more than two-thirds of the vote of the Owners of the Association and subject to approval of the appropriate governmental authority of Albemarle County, Virginia.

TO WIT:

THIS DECLARATION is made and entered into this 1st day of September 1983, by T. Blakey Hurt, Sole Trustee of THE MICHAEL LAND TRUST, as provided in a certain Land Trust Agreement dated June 4, 1981, and amendments thereto, hereafter referred to as the Declarant, and provides as follows:

Factual Background. The Declarants are the owners of certain real estate situate in the Charlottesville Magisterial District of Albemarle County, Virginia, and desire to subject the property described in Exhibit A hereof (Subdivision plat of Phase One, Raintree, a portion of Parcel 125, Tax Map 61, near Charlottesville, Charlottesville District, Albemarle County, Virginia, prepared by William S. Roudabush, Inc.) to the covenants, restrictions, easements and charges hereinafter set forth, each and all of which is for the benefit of said property and the owners thereof.

The Declarants declare that the real property described in Exhibit A attached hereto is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, and charges herein set forth, and to any and all valid amendments hereto. These easements, covenants, restrictions, and charges shall be covenants running with the land and shall be binding upon any and all parties who have, or acquire, title to all or any part of the above-described properties and shall inure to and benefit of each owner thereof, whether or not such is stated in any conveyance of the subject property or a portion thereof.

**ARTICLE I
DEFINITIONS**

Section 1.01. Association. Association shall mean and refer to the Raintree of Association, Incorporated, a non-stock, non-profit corporation, to be organized and which shall exist under Chapter 2 of Title 13.1, Code of Virginia, 1950, as supplemented and amended, its successors and assigns.

Section 1.02. Declaration. The term Declaration as used herein shall mean the restrictions, covenants, conditions, assessments and charges and all other provisions herein set forth in this entire document, as it may from time to time be amended.

Section 1.03. Common Area. Common Area as used herein shall mean and refer to all portions of the property not occupied by individual homes or lots but held and administered by the Association for the common use and enjoyment of the residents of Raintree Subdivision and shall include any portion of the properties used for public access easements, or public use easements, including but not limited to all subdivision roads as shown on Exhibit "A".

Section 1.04. Subdivision. The Term Subdivision as used herein shall mean and refer to only the real property comprising Raintree Subdivision as described in Exhibit "A" attached to this Declaration, and any additions thereto as provided for herein.

Section 1.05. Lot. The term Lot as used herein shall mean and refer to any plot of land designated as a Lot upon the most recently recorded Subdivision map and upon which one residential unit may be, is being, or has been built, but shall not include all or any part of the Common Area.

Section 1.06. Owner. Owner as used herein shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot, including contract sellers, but excluding purchasers who have not yet taken title, and further excluding those holding such interests solely as securities for the performance of an obligation. In the case where a Lot is held by one or more persons for life with the remainder to another or others, the term Owner shall mean and refer only to such life tenant or tenants until such time as the remainderman or remaindermen shall come into use, possession, or enjoyment of such Lot.

Section 1.07. Member. Member as used herein shall mean or refer to every Owner of a Lot in Raintree Subdivision.

**ARTICLE II
PROPERTY SUBJECT TO DECLARATION**

Section 2.01. Initial Property. The Real Property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the Charlottesville Magisterial

District of Albemarle County, Virginia, and is shown and described as Lots 1-30, inclusive, and the open space of Raintree Subdivision, on the attached plat of William S. Roudabush, Inc., dated February 4, 1983, captioned "Subdivision Plat of Phase One, Raintree, a portion of Parcel 125, Tax Map 61, near Charlottesville, Charlottesville District, Albemarle County, Virginia.

Section 2.02. Additions. Upon Approval in writing of the Association pursuant to assent given thereto by more than two thirds of the vote of the members of the Association, the owner of any real property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file for record after having gained approval by the appropriate governmental authority of Albemarle County, Virginia a supplementary Declaration of Restrictions, Covenants and Conditions describing said real property and said real property shall constitute an addition to Raintree Subdivision whether or not it was include in said Raintree Subdivision as of the date of this Declaration. Such supplementary Declaration of Restrictions, Covenants, and Conditions shall extend the scheme of the covenants, conditions and restrictions of this Declaration to the real property described in said supplementary Declaration. Such supplementary Declaration may contain such complementary conditions and modifications of the restrictions, covenants, and conditions contained in the Declaration as may be necessary or desirable to reflect the different character, if any of the additional real property and as are not inconsistent with the scheme of this Declaration. In no event however, shall any such supplementary Declaration revoke, modify, or add to the restrictions, covenants, or conditions established by the Declaration within the existing property.

ARTICLE III MEMBERSHIP AND VOTING

Section 3.01. Membership. Each Owner as hereinbefore defined, shall be a member of the Association. No qualification for membership other than Lot ownership, as defined above, shall be imposed. Membership shall be appurtenant to and may not be separated from any Lot.

Section 3.02. Voting Rights. The Association shall have two classes of voting membership as follows:

Class A. Class A Members shall be all those Owners of Lots in Raintree Subdivision who are not Class B Members. Class A Members shall be entitled to cast one vote for each Lot owned by such Member or Members.

Class B. Class B Members shall be the Declarants or their successors or assigns, if any. Class B Members shall be entitled to cast two votes for each Lot owned by such Member. Class B membership will convert to Class A Membership upon conveyance by the Declarants.

Any Member otherwise entitled to vote may cast his vote either in person or by proxy provided such proxy is duly approved in writing by an instrument subscribed by such Member or his

authorized attorney and a copy thereof is delivered to the secretary of the meeting prior to the vote.

Section 3.03. Joint Ownership. In a case where a Lot is owned by two or more persons, the vote for that Lot may be cast either in person or by a proxy by any one of such Owners. If, however, such joint owners are unable to agree upon the casting of their vote at such a time as said vote is taken, such vote will be disregarded for all purposes except to establish a quorum. A vote, once cast, shall not be subject to impeachment by a co-owners.

ARTICLE IV ARCHITECTURAL CONTROL

Section 4.01. Committee Composition. The Architectural Control Committee, hereafter the Committee, will be composed of Robert M Hauser, Lorraine D. Runkle, and T. Blakey Hurt. When the Declarants have conveyed the entirety of their real property ownership in Raintree Subdivision, or at such earlier time as the Declarants in their sole discretion deem appropriate, the Association shall determine the membership of the Committee pursuant to its Articles and By-Laws.

Section 4.02. Purpose. The Committee shall regulate the externa design, appearance, use and location of the Lots and improvements thereon in such a manner so as to preserve and enhance the Lot values, to maintain a harmonious relationship among structures and the natural vegetation and topography and to conserve existing natural amenities.

Section 4.03. Conditions. No improvements, alternations, (including exterior painting), repairs excavations, cutting of trees, changes in grade, major landscaping or other work which in any way alters the exterior of any property or improvements located thereon from its natural or improved state existing on the date such property was first surveyed shall be made or done until the plans, specifications, working drawings, and proposals for the same showing the nature, kind, shape, type, materials, color, and location thereof shall have been submitted and approved in writing by the Committee pursuant to Section 4.04. No building, fence, wall, residence, or other structure shall be commenced without prior written approval of the Committee.

Section 4.04. Procedure. In the event that the Committee fails to approve, modify, or disapprove in writing a request for approval required herein without 60 days of receipt of the plans, specifications and other appropriate materials submitted in writing to it, approval will be deemed granted.

ARTICLE V USE RESTRICTIONS

Section 5.01. The Lots and Common Areas shall be occupied and used as follows:

- a. No Owner shall occupy or use his Lot nor shall he permit the same or any part thereof to be occupied or used for any purpose other than as a private single family residence for the Owner and his family or the Owner's lessees or guests.
- b. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Association, signed by an officer thereof.
- c. Nothing shall be done or kept in any Lot or in the Common Area which will increase the rates on insurance on the Common Area without the prior written consent of the Association, signed by an officer thereof. No Owner shall do or keep or permit anything to be done or kept in his Lot or in the Common Area, which would result in the cancellation of insurance on any Lot or any part of the Common Area, or which would be in violation of any law, ordinance, statute, or regulation. No waste shall be permitted in the Common Area.
- d. No sign of any kind, with the exception of a standard real estate "For Sale" sign, shall be displaced to the public view from any Lot or the Common Area without prior written consent of the Association signed by an officer thereof.
- e. No animals, livestock or poultry of any kind, except dogs, cats or other common household pets may be kept, subject to reasonable rules and regulation adopted by the Association from time to time.
- f. No noxious, boisterous, or offensive activities shall be carried on in any Lot or in the Common Area, nor shall anything be done thereon that may become an annoyance or nuisance to other Owners.
- g. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Association, assigned by an officer thereof.
- h. The Association pursuant to its Articles and By-Laws shall adopt and distribute, in writing, to the Owners, rules and regulations for the use of the Common Area, which rules shall be observed by all Owners, tenants, and their guests.
- i. No radio, television, or other type of antennae shall be affixed to or maintained on any Lot or improvements thereto without the prior written consent of the Association, signed by an officer thereof.
- j. No school buses, commercial vehicles, or habitable motor vehicles may be kept on or stored on any part of the property except within an enclosed garage. No trucks of any nature shall be parked overnight on the property subject hereto except in an enclosed garage, nor shall any vehicles of any description be permitted to be repaired on any lot or the Common Area, except in an enclosed garage or other area completely screened from roads and adjoining properties.

Section 5.02. Utility and Drainage Easements. The Lots shall be conveyed subject to easements for utilities of record at the time of conveyance and to the easements provided for in Exhibit "A". The Declarants reserve unto themselves, their successors and assigns a perpetual and alienable easement and right-of-way above ground and underground through all area subject to this Declaration and any supplementary Declaration, whether within roads or the boundaries of Lots, and excepting only approved building areas, to construct, maintain, inspect, replace and repair electric and telephone poles, wires, cables, conduits, pipes, and other

suitable equipment for the conveyance of water, telephone, electricity, cable communications and other utilities and public conveniences and storm and surface water drainage, together with the right of ingress and egress to all such facilities and easements for the construction and maintenance thereof. The easements provided for in this section shall include the right to cut any trees, brush, and shrubbery, and take other similar action reasonably necessary to provide economical and safe utility installation and drainage services. The rights herein reserved may be exercised by licensees of Declarants but shall not be deemed to impose any obligation upon the Declarants to provide or maintain any utility or drainage services. Any damage resulting from the construction or use of the easements hereby reserved shall be promptly rectified at the expense of the entity responsible for such damage.

Section 5.03. Subdivision Roads. The entire cost of construction and maintenance of the roads shown on Exhibit "A" shall be borne by the Developer or its successor until accepted by the State Department of Highways and Transportation. All said Roads shall be dedicated to public use.

Section 5.04. The Association or its agents may enter any Lot or residence thereon, when necessary, in connection with any maintenance or landscaping or construction for which the Association is responsible. Such entries shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association out of the funds of the Association.

ARTICLE VI PROPERTY RIGHTS IN THE COMMON AREAS

Section 6.01. Subject to the provisions of Section 6.02 and 6.03 hereof, every Member of the Association and the members of his family and any lessee of any such Owner shall have the right and easement of enjoyment in the Common Area which shall be appurtenant to and shall pass with the title to every Lot. Additionally, the public at large shall have an easement for the use and enjoyment of all roads as shown on Exhibit A until such times as the roads are accepted into the State system.

Section 6.02. The Declarants may retain legal title to the Common Area until they have conveyed the entirety of their real property ownership in Raintree Subdivision, or until such earlier time as they, in their sole discretion, deem appropriate, at which time the Declarants shall convey the Common Area to the Association. The Common Area may be conveyed to the Association subject to a lien of any deed of trust which is in existence as of the date of filing of this Declaration; however, the Declarants hereby covenant, for themselves, their successors, and assigns to save the Association harmless from all such liens.

Section 6.03. The rights and easements of enjoyment created hereby and the title of the Association to the Common Area shall be subject to the following:

- a. The right of the Association, in accordance with its Articles and By-laws, to borrow money using the Common Area as security, for the purpose of improving, repairing

or maintain the Common Area, or any improvements located thereon. The Association shall not mortgage the Common Area, or any part thereof without the assent of more than two thirds of the Owners and the rights of any such mortgagee in said Common Area shall be subordinate to the rights of the Association's members created by this Declaration.

- b. The right of the Association to take such steps as are reasonably necessary to protect said Common Areas against foreclosure.
- c. The right of the Association, as provided in its Articles and By-Laws, to levy assessments as provided in Article VII hereof, and to suspend the enjoyment rights of any member of the Association for any period during which any assessment remains unpaid, and to suspend the said enjoyment rights for any period not to exceed thirty days for each infraction of its published rules and regulations: provide, however, nothing contained in this paragraph shall be deemed to deny any Owner, his tenants, invitees, or licensees, access to and from his Lot.
- d. The right of the Association, or its licensees to adopt and publish rules and regulations regarding the use of recreational facilities situated on the Common Area and to provide for the suspension of membership rights in said facilities for a period not to exceed thirty days for each infraction of the published rules and regulations. Any such rules and regulations adopted by a licensee shall be subject to approval by the Board of Directors of the Association.
- e. The right of the Association to grant easements for public utility purposes to any municipality or public utility for the purpose of installation or maintenance of necessary utilities to serve the Common Area or to serve any Lot located in Raintree Subdivision including the extension of said utility to adjacent properties, provided however that said public utility easements shall not be inconsistent with the use of said Common Area.

ARTICLE VII COVENANTS FOR MAINTENANCE ASSESSMENT

Section 7.01. The Declarants for each Lot owned by them, hereby covenant that each Owner for any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or conveyance, shall be and is hereby deemed to covenant and agree to pay to the Association: a) Annual assessments or charges; and b) any special assessments for capital improvements, such assessments to be fixed, levied, established and collected from time to time as hereinafter provided. The annual and any special assessments together with interest thereon and costs of collection, if any shall be a charge on each Lot and shall be a continuing lien on each Lot against which each such assessment is made. Each such assessment together with interest thereon and costs of collection, if any, shall also be on the personal obligation of the person or legal entity who was the Owner of the subject Lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title to the Lot against which such assessment was made unless it is expressly assumed by such successor.

Section 7.02. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in Raintree Subdivision and in particular for the improvement and maintenance of properties, roads, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to the payment of taxes and insurance for the Common Area, and the use thereof, repair replacement and additions thereto; for the cost of labor, equipment, materials, management and supervision thereof; and for any obligation of the Association for which any of all of the Common Area is used as security, as provided for in Section 7.05 hereto.

Section 7.03. The Association pursuant to its Articles and By-Laws shall use such assessments and levies for the general purpose stated above, and in addition thereto, shall be required to maintain and operate the following:

- a. The Association shall maintain all Common Area (including but not limited to grass cutting) and all storm detention ponds. In addition, the Association may provide street lighting where not provided by public authorities and may provide a service for the collection of garage and trash, and the cutting of grass and snow removal on the Common Area, individual lots and any sidewalks.
- b. The Association shall operate or cause to be operated such recreational facilities as it deems appropriate, either by operating such facilities directly or by licensing an individual or entity to operate such recreational facilities. The Association or its licensee shall have the right to make such extra charges as it or they deem proper for the use of those recreational facilities. Any use of such recreational facilities may be made open to the use of persons not members of the Association in accordance with procedures, and subject to conditions enumerated in the Association's Articles and By-Laws.
- c. The Association shall be charged with general public policing and control of Raintree Subdivision and its Common Area and the Board of Directors of the Association shall have the power to make any reasonable regulations for the control of and the prevention of nuisances within Raintree Subdivision and its Common Area including the authority to adopt a regulation that all dogs, cats or other common household pets be confined to the property of the owner of such pet, unless it is leashed and under the control of the individual.

Section 7.04. Until January 1, 1985, the maximum annual assessment for each individual Lot shall not exceed \$240.00. From and after January 1, 1985, the maximum annual assessment may be increased each year to provide for increased costs. From and after January 1, 1985, the maximum annual assessment may be increased by more than fifteen percent only by a vote of more than two-thirds of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors of the Association may fix the annual assessment at an amount not to exceed of the maximum.

Section 7.05. In addition to the annual assessment authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the costs of any construction, re-construction, repair or

replacement of a capital improvement or roadway upon the Common Area provided that any such assessment shall have the consent of more than two-thirds of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7.06. Written notice of any meeting called for the purpose of taking any action authorized under the Sections 7.04 or 7.05 shall be sent to all Members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 7.07. The annual assessments provided for herein shall commence with respect to all Lots on the first day following the conveyance of the subject Lot by the Declarants to an Owner or on the first day following issuance of a Certificate of Occupancy for a residential dwelling constructed on such Lot, whichever first occurs.

Section 7.08. The Board of Directors of the Association shall set the amount of assessment against each Lot at least thirty days prior to the date upon which said assessment becomes due and payable and shall provide written notice of the assessment to every Owner. The Association shall, upon demand, furnish to any Owner liable for said assessment at certificate in writing signed by an officer of the Association setting forth the current standing of said Lot.

Section 7.09. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided for in Section 8.01 become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. Said lien on the Lot may be enforced and foreclosed by an action in equity in the same manner as a deed of trust. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within the thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of two percent per month and the Association may bring an action at law against the Owner personally obligated to pay some or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the cost of preparing the filing the complaint in such action. In the event a judgment is obtained such judgment shall include interest on the assessments as provided and a reasonable attorney's fee to be fixed by the court, together with the cost of the action. No Owner may waive or otherwise escape the liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 7.10. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust, now or hereafter placed upon a Lot subject to assessment. However, such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of a Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not release any subsequent Owner from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

Section 7.11. The following properties subject to this Declaration shall be exempt from the easements, charges and liens created herein:

- a. All properties to the extent of any easement or other interest therein dedicated to and accepted by the State of Virginia or any agency or political subdivision thereof devoted to public use.
- b. All Common Area

ARTICLE VIII MAINTENANCE

Section 8.01. In the event that an Owner shall fail to maintain the premises or to maintain or repair the exterior of any improvement situated thereon in a manner satisfactory to the Association's Board of Directors, then the Association, upon approval of a resolution to do so by a two-thirds vote of all the members of the Board of Directors, as provided for in the Association's Articles and By-Laws, may provide exterior maintenance upon said Lot, and improvements situated thereon, as follows; paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walkways, driveways, and all other exterior improvements.

Section 8.02. The cost of such exterior maintenance and repair shall be assessed against the Lot upon which such maintenance is done and shall be added to and become a part of the annual maintenance assessment or charge to which such Lot is subject, and as part of such annual assessment or charge, it shall be a lien or obligation of the Owner and shall become due and payable in all respects as provided in Article VII hereof. The Board of Directors, when establishing annual assessment against each Lot in any assessment year as required under Article VII may add thereto the estimated costs of the exterior maintenance or repair for that year but shall thereafter make such adjustment with the owner as is necessary to reflect the actual costs thereof.

Section 8.03. For the sole purpose of performing the exterior maintenance or repair authorized by this Article, the Association or its duly authorized agents, employees, or

contractors, shall have the right after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day.

ARTICLE IX GENERAL PROVISIONS

Section 9.01. No profession or home industry shall be constructed in or on any Lot without the specific written approval of the Association. The Association in its discretion, upon consideration of the circumstance in each case, and particularly the effect on surrounding property may permit a Lot to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted however, unless it is considered by the Board of Directors to be compatible with a high-quality residential neighborhood.

Section 9.02. If a connection to a master antenna is available at the Lot line, no television or radio antenna shall be located on any Lot unless approved by the Board of Directors.

Section 9.03. Any notice required to be sent to any Owner or Tenant under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Owner or tenant on the records of the Association at the time of such meeting.

Section 9.04. In the event that the Declarants obtain the approval of Federal Housing Administration and/or the Veterans Administration and/or Virginia Housing Development Authority of Raintree Subdivision in order that said Subdivision shall be eligible for FHA and/or VA and/or VHDA Financing, the following sections will require the prior approval of the Federal Housing Administration or the Veterans Administration or the Virginia Housing Development Authority: annexation of additional properties, use of the Common Area as security for an obligation of the Association, dedication of Common Area, and amendment of this Declaration of Restrictions, Covenants and Conditions.

Section 9.05. All Owners and their families, and all person not Members of the Association who reside within Raintree Subdivision as tenants of Association members shall have the right to apply for membership in any recreational facilities maintained by the Association.

Section 9.06. Enforcement. The Association, or any Owner, shall have the right to enforce by a proceeding at law or in equity, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or amendments thereto. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.07. Invalidation. Invalidation of any one of these covenants or restrictions by judgement or court order shall not affect any other provision, and such other provisions shall remain in full force and effect.

Section 9.08. Restriction on further subdivision. No Lot shall be further subdivided or separated into smaller Lots once it has been conveyed by the Declarant to an Owner without the written consent of the Declarants, their successors or assigns, or a two-thirds vote of the Association, and no portion less than all of any such Lot shall be conveyed or transferred by an Owner; provided however that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments. No Lot shall be used as a roadway for access to any property lying outside of the boundaries of the Subdivision without the written consent of the Declarants, their successors or assigns, or a two-thirds vote of the Association.

Section 9.09. Nondiscrimination. Any person, when he becomes an Owner, agrees that neither he nor anyone authorized to act for him will refuse to sell, or rent after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or to otherwise make available or deny any of the property owned by him in Raintree Subdivision to any person because of race, color, religion, sex or national origin. Any restrictive covenant affecting the properties covered by this Declaration related to race, color, religion, sex or national origin which is inconsistent with this section is recognized as being illegal and void and is specifically disclaimed.

Section 9.10. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty five years from the date this Declaration is recorded, and thereafter shall be automatically renewed for successive period of ten years each unless terminated as provide for in Section 9.11.

Section 9.11. Termination and Amendment. This Declaration may be terminated at the end of the original or any renewal period upon the recordation of an instrument in the appropriate Clerk's Office signed by two-thirds of the then Owners agreeing to such termination or change in this Declaration in whole or in part.

WITNESS the following signatures and seals:

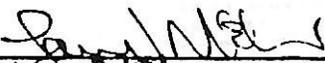
THE MICHAEL LAND TRUST

By:  _____
Blakey Hurt

STATE OF VIRINGIA
COUNTY OF ALBEMARLE, to-wit:

I, Larry J. McElwain, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing instrument was acknowledged before me this 8th day of September 1983, by T. Blakey Hurt, as Trustee of THE MICHAEL LAND TRUST.

My Commission Expires: March 8, 1984



Notary Public